



OPEN FOOD
NETWORK UK

Terms of Service

Last updated on: April 20, 2022

Welcome to the Open Food Network UK (“OFN (UK)”) Terms of Service.

These terms govern your use of the Open Food Network UK website found at www.openfoodnetwork.org.uk. If you have any questions, please email us at hello@openfoodnetwork.org.uk

Open Food Network is a free and open source software platform. Our content is licensed with CC BY-SA 3.0 and our code with AGPL 3. The purpose of the Open Food Network is to accumulate and protect a commons of open source knowledge, code, applications and platforms to support the proliferation of fair and sustainable food systems across the globe. OFN (UK) is a platform co-operative in which members contribute to the commonwealth of the co-operative in line with their use of the service and their ability to pay.

In these Terms of Service, “**we**”, “**us**”, “**our**”, “**OFN (UK)**”, “**Open Food Network**” and “**Open Food Network UK**” means the Open Food Network UK CIC, and “**you**” means the Open Food Network UK User (if registering for or using a, Open Food Network Service as an individual or business).

The services offered by the Open Food Network under these Terms of Service include the services offered at the openfoodnetwork.org.uk domain, API services and integration services developed by the Open Food Network and other marketing and support services offered by the Open Food Network. Any such service or services offered by the Open Food Network are referred to in these Terms of Services as the “**Service(s)**”. Any new features or tools which are added to the current Services will also be subject to the Terms of Service. You can review the current version of the Terms of Service at any time [here](#).

Please read this Agreement carefully before accessing or using an Account. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not sign up for an

OFN (UK) account or use any OFN (UK) services. If these terms and conditions are considered an offer by OFN (UK), acceptance is expressly limited to these terms.

1. Your OFN (UK) Account

1. To access and use the Services, you must register for an Open Food Network account (“Account”). To complete your Account registration, you must provide us with your full legal name, a valid email address, and any other information indicated as required. Open Food Network may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be older than 18 years of age to open an Account.
3. You acknowledge that the Open Food Network will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“Primary Email Address”). You must monitor the Primary Email Address you provide to the Open Food Network and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with the Open Food Network can only be authenticated if they come from your Primary Email Address.
4. You are responsible for keeping your password secure. The Open Food Network cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
5. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. “**Materials**” means Your Trademarks, copyright content, any products or services you sell through the Services (including description and price), and any photos, images, videos, graphics, written content, audio files, code, information, or other data provided or made available by you or your affiliates to Open Food Network or its affiliates.

2. Account Activation

2.1 Enterprise Owner

1. Subject to Section 2.1.2, the person signing up for the Service by opening an Account will be the contracting party (“**Enterprise Owner**”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Enterprise Owner in connection with the Service. You are responsible for ensuring that the name of the Enterprise Owner (including the legal name of the company that owns the Enterprise, if applicable) is clearly visible on the Enterprise’s shopfront.
2. If you are signing up for the Services on behalf of an affiliate you must warrant that you have the authority to bind your affiliate to our Terms of Service.
3. Your Open Food Network Enterprise can only be associated with one Enterprise Owner. An Enterprise Owner may have multiple Open Food Network Enterprises. “**Enterprise**” means the online shopfront associated with the Account.

2.2 Manager Accounts

1. You can enable one or more manager accounts (“**Manager Account**”) allowing other people to access the Account. Each Manager Account must include a full legal name and a valid email account.
2. The Enterprise Owner is responsible for: (a) ensuring its employees, agents and subcontractors, including via Manager Accounts, comply with these Terms of Service; and (b) any breach of these Terms of Service by the Enterprise Owner’s employees, agents or subcontractors. The Enterprise Owner acknowledges and agrees that Enterprise Owner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Enterprise Owner.
3. The Enterprise Owner and the users under Manager Accounts are each referred to as a “**Open Food Network User**”.

2.3 PayPal and Stripe Accounts

1. You acknowledge that it is your sole responsibility as the Enterprise Owner to activate and maintain Paypal and Stripe accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them. Paypal and Stripe are Third Party Services as defined in Section 9.7.1 of these Terms of Service.

3. Open Food Network's Role

1. Open Food Network Services allow third party sellers (Enterprises) to list and sell their products at OpenFoodNetwork.org.uk. In each such case this is indicated on the respective product detail page. As a service provider, Open Food Network helps facilitate transactions that are carried out on the Open Food Network website. Open Food Network is neither the buyer nor the seller of the seller's items. Open Food Network provides a service for sellers and buyers to negotiate and complete transactions. Accordingly, the contract formed at the completion of a sale for these third party products is solely between buyer and seller. Open Food Network is not a party to this contract nor assumes any responsibility arising out of or in connection with it nor is it the seller's agent. The seller is responsible for the sale of the products and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller. The Open Food Network strongly recommends that Enterprises list their own Terms and Conditions to specify their contract of sale, in line with UK law.

4. Open Food Network Rights

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Enterprises at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.
2. Open Food Network does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from any part of the Services.
3. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Open Food Network employee, member, or officer will result in immediate Account termination.

4. We reserve the right to provide our Services to your competitors and make no promise of exclusivity. You further acknowledge and agree that Open Food Network employees and contractors may also be Open Food Network users and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.
5. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a government issued photo ID, the last four digits of the credit card on file, or confirmation of your status as an employee or affiliate of an entity.
6. Open Food Network reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Enterprise Owner. If we are unable to reasonably determine the rightful Enterprise Owner, without prejudice to our other rights and remedies, Open Food Network reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

5. Your Responsibilities

1. You acknowledge and agree to provide public-facing contact information, appropriate policies and fulfillment timelines on your Open Food Network Enterprise.
2. You acknowledge and agree that the Services are not a marketplace, and any contract of sale made through the Services is directly between you and the customer. You are the seller of record for all items you sell through the Services. You are responsible for the creation and operation of your Open Food Network Enterprise, your Materials, the goods and services that you may sell through the Services, and all aspects of the transactions between you and your customer(s). This includes, but is not limited to, authorizing the charge to the customer in respect of the customer's purchase, refunds, returns, fulfilling any sales or customer service, fraudulent transactions, required legal disclosures, regulatory compliance, alleged or actual violation of applicable laws (including but not limited to consumer protection laws in any jurisdiction where you offer products or services for sale), or your breach of these Terms of Service. You represent and warrant that your Enterprise, your Materials and the goods and services you sell through the Services will be true, accurate, and complete, and will not violate any applicable laws, regulations or rights of third parties. For the avoidance of doubt, Open Food Network will not be the seller or merchant of record and will have no responsibility for your Enterprise or items sold to customers through the Services.

3. You are solely responsible for the goods or services that you may sell through the Services (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.
4. You may not use the Open Food Network Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction. You will comply with all applicable laws, rules and regulations (including but not limited to obtaining and complying with the requirements of any license or permit that may be necessary to operate your Enterprise or that may be held by you) in your use of the Service and your performance of obligations under the Terms of Service.
5. You are solely responsible for the activity that occurs using your API Credentials and for keeping your API Credentials secure.

6. Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription to Online Service ("**Service Fees**") and any other applicable fees, including but not limited to applicable fees relating to the value of sales made through your Enterprise when using all payment providers ("**Transaction Fees**"). Together, the Subscription Fees and Transaction Fees are referred to as the "**Fees**".
2. Service Fees may be charged in advance or arrears at our discretion. If you have enabled an automated billing method Service Fees will be charged on approximately the first of each month (each such date, a "**Billing Date**"). Transaction Fees will be charged at time of usage. Fees will appear on an invoice, which will be sent to the Enterprise Owner via the Primary Email Address provided, or another email address as required by written consent. Users have 30 days to bring up and settle any issues relating to Service Fees.
3. In the event that Service Fees are unpaid we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees. You may not be able to access your Account or your shopfront during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the date of suspension, Open Food Network reserves the right to terminate your Account in accordance with Section 14.
4. You are responsible for all applicable Taxes that arise from or as a result of your use of Open Food Network products and services. To the extent that Open Food Network

charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us.

5. You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any sale on your Open Food Network Enterprise or your use of the Services. The Services are not a marketplace. Any contract of sale made through the Services is directly between you and the customer.
6. You must maintain an accurate geographic location in the administrative console of your Open Food Network Enterprise. If you change jurisdictions you must promptly update your location in the administrative console.
7. Open Food Network does not provide refunds, except at our sole discretion.

7. Confidentiality

1. “**Confidential Information**” will include, but will not be limited to, any and all information associated with a party’s business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. Open Food Network’s Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public.
2. Both you and Open Food Network agree to use Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it will take all reasonable steps to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party’s obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving

party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

8. Limitation of Liability and Indemnification

1. You expressly understand and agree that, to the extent permitted by applicable laws, Open Food Network and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference; (b) or your violation of any law or the rights of a third party; or (c) any aspect of the transaction between you and your Customer, including but not limited to refunds, fraudulent transactions, alleged or actual violation of applicable laws, or your breach of the Terms of Service.
3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
5. Open Food Network does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. Open Food Network does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

7. Open Food Network is not responsible for any of your tax obligations or liabilities related to the use of Open Food Network Services.
8. Open Food Network does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

9. Intellectual Property and Your Materials

9.1 Your Materials

1. We do not claim ownership of the Materials you provide to Open Food Network; however, we do require a license to those Materials. You grant Open Food Network a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to host, use, distribute, expose, modify, run, copy, store, publicly perform, communicate to the public (including by telecommunication), broadcast, reproduce, make available, display, and translate, and create derivative works of any Materials provided by you in connection with the Services. We may use our rights under this license to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of Service. You represent, warrant, and agree that you have all necessary rights in the Materials to grant this license.
2. If you owned the Materials before providing them to Open Food Network then, despite uploading them to your Open Food Network Enterprise they remain yours, subject to any rights or licenses granted in the Terms of Service or elsewhere. You can remove your Enterprise at any time by contacting Open Food Network Support. Removing your Open Food Network Enterprise does not terminate any rights or licenses granted to the Materials that Open Food Network requires to exercise any rights or perform any obligations that arose during the Term.
3. You agree that Open Food Network can, at any time, review and delete any or all of the Materials submitted to the Services, although Open Food Network is not obligated to do so.
4. You grant Open Food Network a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right and license to use the names, trademarks, service marks and logos associated with your Enterprise ("**Your Trademarks**") to operate, provide, and promote the Services and to perform our obligations and exercise our rights under the Terms of

Service. This license will survive any termination of the Terms of Service solely to the extent that Open Food Network requires the license to exercise any rights or perform any obligations that arose during the Term.

9.2 Open Food Network Intellectual Property

1. You agree that you may not use any trademarks, logos, or service marks of Open Food Network, whether registered or unregistered, including but not limited to the words ‘Open Food Network’ and the logo (“**Open Food Network Trademarks**”) unless you are authorized to do so by Open Food Network in writing. You agree not to use or adopt any marks that may be considered confusing with the Open Food Network Trademarks. You agree that any variations or misspellings of the Open Food Network Trademarks would be considered confusing with the Open Food Network Trademarks.
2. You agree not to purchase, register, or use search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, social media names, or domain names (including without limitation top-level domains, sub-domains, and page URLs) that use or include Open Food Network or Open Food Network Trademarks or that use or include any terms that may be confusing with the Open Food Network Trademarks.

10. Additional Services

10.1 Third Party Services

Open Food Network may from time to time recommend, provide you with access to, or enable third party software, applications (“**Apps**”), products, services or website links (collectively, “**Third**

Party Services”) for your consideration or use, including via Google, Zapier. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider (**“Third Party Provider”**). In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Third Party Providers.

1. Any use by you of Third Party Services is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them.
2. We do not provide any warranties or make representations to you with respect to Third Party Services. You acknowledge that Open Food Network has no control over Third Party Services and will not be responsible or liable to you or anyone else for such Third Party Services. The availability of Third Party Services on Open Food Network websites,, or the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Open Food Network. Open Food Network does not guarantee the availability of Third Party Services and you acknowledge that Open Food Network may disable access to any Third Party Services at any time in its sole discretion and without notice to you. Open Food Network is not responsible or liable to anyone for discontinuation or suspension of access to, or disablement of, any Third Party Service.
3. If you install or enable a Third Party Service for use with the Services, you grant us permission to allow the applicable Third Party Provider to access your data and other Materials and to take any other actions as required for the interoperation of the Third Party Service with the Services, and any exchange of data or other Materials or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. Open Food Network is not responsible for any disclosure, modification or deletion of your data or other Materials, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or other Materials.
4. The relationship between you and any Third Party Provider is strictly between you and such Third Party Provider, and Open Food Network is not obligated to intervene in any dispute arising between you and a Third Party Provider.
5. Under no circumstances will Open Food Network be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages

whatsoever, that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Expert. These limitations will apply even if Open Food Network has been advised of the possibility of such damages. The foregoing limitations will apply to the fullest extent permitted by applicable law.

6. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third Party

11. Feedback and Reviews

Open Food Network welcomes any ideas and/or suggestions regarding improvements or additions to the Services. Under no circumstances will any disclosure of any idea, suggestion or related material or any review of the Services, Third Party Services or any Third Party Provider (collectively, "**Feedback**") to Open Food Network be subject to any obligation of confidentiality or expectation of compensation. By submitting Feedback to Open Food Network, you waive any and all rights in the Feedback and that Open Food Network is free to implement and use the Feedback if desired, as provided by you or as modified by Open Food Network, without obtaining permission or license from you or from any third party.

12. Privacy and Data Protection

Open Food Network is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree

that Open Food Network collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).

13. Term and Termination

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the “**Term**”).
2. You may cancel your Account and terminate the Terms of Service at any time by contacting Open Food Network Support and then following any specific instructions indicated to you in our response.
3. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.
4. Upon termination of the Services by either party for any reason:
 1. Open Food Network will cease providing you with the Services and you will no longer be able to access your Account;
 2. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 3. any outstanding balance owed to Open Food Network for your use of the Services through the effective date of such termination will immediately become due and payable in full; and
 4. Your Open Food Network Enterprise will be taken offline.

5. If there are any outstanding Fees owed by you at the date of termination of the Service, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

14. Modifications

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address. However, Open Food Network may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (i) for legal, regulatory, fraud and abuse prevention, or security reasons; or (ii) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.
2. Open Food Network may change the Fees for the Services from time-to-time. We will provide you with 30 days advance notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the Open Food Network administrative console, or by similar means. Open Food Network will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

15. General Conditions

1. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and Open Food Network and govern your use of the Services and your Account, superseding any prior agreements between you and Open Food Network (including, but not limited to, any prior versions of the Terms of Service).
2. The failure of Open Food Network to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.
3. Save for Open Food Network and its affiliates, you or anyone accessing Open Food Network Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.
4. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Open Food Network Terms of Service available in another language, the most current English version of the Terms of Service will prevail. Any disputes arising out of these Terms of Service will be resolved in English unless otherwise determined by Open Food Network (acting in its sole discretion) or as required by applicable law.
5. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors,

permitted assigns and legal representatives. Open Food Network will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without Open Food Network's prior written consent, to be given or withheld in Open Food Network's sole discretion.

6. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.
7. On termination, all related rights and obligations under the Terms of Service immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination.